

AMENDMENT NO. ONE (1)  
INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SEDONA

THIS AMENDMENT, entered into 13 June 2003, Amendment Number 1 to JPA 02-132, AG Contract No.: KR02-1563TRN, filed with the Secretary of State under No 25705, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SEDONA, acting by and through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2 The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

The purpose of this Amendment is to 1) Add a provision for the State to maintain two traffic signals for a period of one-year and the reimbursement of costs for said maintenance; and 2) for the City to proceed with the design and construction improvements to the portion of SR 89A within the City and described herein, collectively, referred to in this Amendment as the "Project".

THEREFORE, in consideration of the mutual agreements expressed herein, JPA 02-132 is Amended herein as follows:

Paragraph 3. is revised in full as follows:

3 The City and State mutually agree it is in the best interest of both parties for the City to proceed with design and construction of the roadway improvements to a portion of SR 89A within the City. The City will design and construct the SR-89A roadway improvements beginning at approximate mile post MP 374.20 and ending at approximate MP 374.84, a total of 0.6 miles. The State will participate in funding the improvements in a total lump sum amount, not to exceed \$1,741,350.00 and will abandoned said roadway and transfer ownership jurisdiction and maintenance responsibilities to the City, upon approval and by Resolution of the State Transportation Board. The State agrees to maintain two traffic signals for a period of (1) one-year, within the limits of the City

#01  
NO. 25705  
Filed with the Secretary of State  
Date Filed: 06/13/03  
Janice K. Brewer  
Secretary of State  
By: Timothy J. Greenwald

## **II. SCOPE OF WORK**

### **Replace II. 1a, b, c, and d. as follows, and Delete 1e.:**

#### **1. The State will:**

a. Upon execution of this Amendment, filing with the Secretary of State and within thirty (30) days after receipt and approval of an invoice, remit to the City the total lump sum amount not to exceed \$1,741,350 00 (*\$250,000 00 for design-TRACS No. H569401D and \$1,491,350 00 for construction, contingencies and construction inspection-TRACS No. H569401C*) for the State's total participation in the City's improvements to SR-89A

b. Upon execution of this Amendment and approval by Resolution of the State Transportation Board, following the transfer of funds as shown in II 1 a. herein, abandon ownership jurisdiction and maintenance responsibilities for the portion of SR 89A roadway with appurtenant easements (including two existing traffic signals described below), beginning at approximate milepost MP 374 20 and ending at approximate MP 374 84, a total of 0 6 miles (see "Exhibit A" attached)

c. Upon completion of said ownership transfer, contract with the City under the terms of this agreement to maintain two traffic signals (Uptown mid-block signal and the 89A, Forest Road signal) located within the limits of this Project for a period of one year, to commence on the date the ownership transfer is recorded with the County

d. Upon receipt of recorded ownership transfer with the County, invoice the City in the amount of \$7,000 00 for the total cost to maintain the 89A, Uptown mid-block signal and the 89A, Forest Road signal (Two (2) signals at \$3,500 00 per signal per year). The maintenance would include routine trouble calls (replace lamps and tune loops) and replacement of a pole or cabinet, damaged as a result of an accident. Overhead power line activities are not included.

#### **2. The City will:**

### **Replace II. 2a, b, and d. and add e. as follows:**

a. Upon execution of this Amendment and filing with the Secretary of State, invoice the State in the total lump sum amount not to exceed \$1,741,350 00 (*\$250,000 00 for design-TRACS No. H569401D and \$1,491,350 00 for construction, contingencies and construction inspection-TRACS No. H569401C*) for the State's total participation in the City's improvements to SR-89A

b. Upon execution of this Amendment and approval by Resolution of the State Transportation Board, accept ownership jurisdiction and maintenance responsibilities for the portion of SR 89A roadway with appurtenant easements (including the two existing traffic signals described below), beginning at approximate milepost 374 20 to milepost 374 84 (see "Exhibit A" attached)

d. Contract with the State under the terms of this agreement for the State to maintain two traffic signals located within the limits of this Project for a period of one year. Upon execution of the route transfer, provide the State a copy of the recorded transfer document. Within 30 days after receipt and approval of an invoice, remit to the State \$7,000 00 for the total cost of maintaining the two signals (89A, Uptown mid-block and 89A, Forest Road).

e. Cause the Project to be designed and constructed using City's standards and provisions under the Procurement process. Be responsible for any contractor claims for extra compensation

**III. MISCELLANEOUS PROVISIONS****Replace III. 1. in full as follows:**

1 This agreement shall remain in force and effect until completion of said payments and abandonment; except for the provisions herein for maintenance of (2) two signals, which shall be for a period of one year and terminate on the 1 year from the date the ownership transfer was recorded with the County, provided, however, that this agreement may be cancelled at any time prior to the payment to the City for the Project under this agreement, upon thirty (30) days written notice to the other party

**Add 8. And 9. to III. as follows:**

8. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement. (Non-Availability of Funds Every payment obligation of ADOT under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by ADOT at the end of the period for which the funds are available. No liability shall accrue to ADOT in the event this provision is exercised, and ADOT shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph )


9 This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36 (Non-Discrimination. The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability )

**Except as provided herein, all other terms and conditions of the original Agreement remain in full force and effect.**

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

**CITY OF SEDONA**

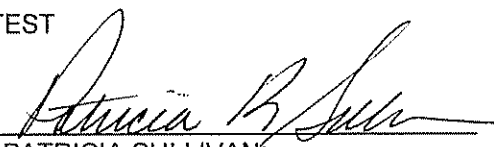
By   
DICK ELLIS  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By   
BILL HIGGINS, P.E.  
Acting State Engineer

**ATTEST**

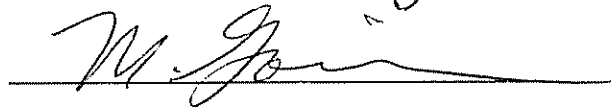
By   
PATRICIA SULLIVAN  
City Clerk

G:02-132-DIST F-Sedona-US89 Imprv-Turnback  
18Mar 2003 ly  
10Apr2003-revised-lg

APPROVAL OF THE CITY OF SEDONA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SEDONA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 19 day of May, 2003



Attorney

RESOLUTION NO. 2003 - 10

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AMENDMENT NO. ONE TO INTER-GOVERNMENTAL AGREEMENT JPA 02-132 WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING THE FUNDING OF IMPROVEMENTS AND ULTIMATE ABANDONMENT TO THE CITY OF CERTAIN PORTIONS OF STATE ROUTE 89A FROM MILEPOST 374.20 TO MILEPOST 374.84 AND PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.**

WHEREAS:

Pursuant to Resolution No. 2002-28, the City of Sedona entered into an intergovernmental agreement (JPA-02-132) with the Arizona Department of Transportation concerning the funding of improvements for a portion of Highway 89A in the "Uptown" area between mileposts 374.20 and 374.84, and


The parties now desire to amend this agreement by entering into Amendment No. 1, for the purpose of adding a provision for the State to maintain two traffic signals for a one-year period, and for the City to proceed with the design and construction improvements described in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

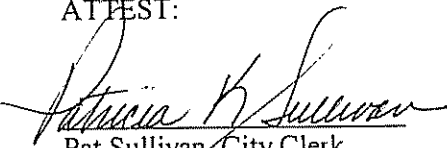
The City of Sedona, through its Mayor and Council, hereby approves Amendment No. One to the Intergovernmental Agreement (JPA-02-132) with the Arizona Department of Transportation concerning the funding of improvements and ultimate abandonment to the City of certain portions of State Route 89A from milepost 374.20 to milepost 374.84.

The Mayor is authorized to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13 day of May, 2003.

  
Dick Ellis, Mayor

ATTEST:

  
Pat Sullivan, City Clerk

APPROVED AS TO FORM:

  
City Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE 602.542.8859

TERRY GODDARD  
ATTORNEY GENERAL

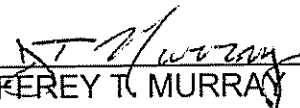
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-1563TRN (**JPA 02-132-Amendment #1**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED June 3, 2003.

TERRY GODDARD  
Attorney General

  
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JERREY T. MURRAY  
Assistant Attorney General  
Transportation Section

/ss

att.